

IAP12 Rec'd PCT/PTO 02 APR 2007

CASE PP/1-22799/A/PCT

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

Anna R. Maddalena
Type or print name

Anna R. Maddalena
Signature

3/30/07
Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE PCT NATIONAL STAGE APPLICATION OF

Group Art Unit:

QI WANG ET AL

Examiner:

INTERNATIONAL APPLICATION NO. **PCT/EP 03/50955**

FILED: **December 8, 2003**

FOR: PROCESS FOR THE PREPARATION OF A

MELAMINE BASED FLAME RETARDANT

AND POLYMER COMPOSITION

U.S. APPLICATION NO: **10/539,097**

35 USC 371 DATE: June 15, 2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

RENEWED PETITION UNDER RULE 1.47(b)

Sir:

In response to the Decision on Petition dated January 11, 2007, and further in response to the Notification of Missing Requirements under 35 USC 371, dated October 12, 2006, the present Renewed Petition, a Declaration by Helmut Richter and a Declaration under Rule 47(b) are hereby submitted for this application.

The Decision on Petition set a 2 month time period for reply, making this Renewed Petition due March 11, 2007. A petition for a 1 month extension is attached, now making this paper due April 11, 2007. This reply is timely filed.

No additional petition fee is necessary.

The Commissioner is hereby authorized to charge any necessary fee or credit any overpayment to Deposit Account No. 03-1935.

The facts involved are the following:

1. The Decision on Petition stated that (6) items must accompany a petition under Rule 47(b). The Decision further stated that items (1), (3) and (6) had been satisfied. Items (2), (4) and (5) were not satisfied. Applicants with this Renewed Petition provide the remaining necessary items.

2. As to item (2), Applicants provide evidence that a *bona fide* attempt was made to present a copy of the application papers to the non-signing inventors. Applicants also provide proof that the inventors refuse to execute the application papers.

As previously stated, there are six true inventors all of Sichuan University, Chengdu, China. One of the co-inventors is Professor Qi Wang. Professor Wang is Director of the State Key Lab of Polymer Materials Engineering (SKLPME) at the University. Professor Wang represents the inventors as is stated in the previously submitted Research Agreement.

Attached is a Declaration by Dr. Helmut Richter of Ciba Specialty Chemicals, Basel, Switzerland. The Richter Declaration details the required proof of item (2). With the Declaration are an e-mail from Helmut Richter to Prof. Wang of July 29, 2005 and a return e-mail from Prof. Wang to Helmut Richter of August 1, 2005.

3. Regarding item (4), a new Declaration under Rule 47(b) is attached. The Declaration is signed by Eric Marohn, President of Ciba Specialty Chemicals Corp.

Further, the patent application is assigned from the inventors to Ciba Specialty Chemicals Holding Inc. of Basel, Switzerland. This assignment was previously submitted. The Assignment grants Ciba Holding the right to seek and obtain world-wide patent protection for the invention. Ciba Specialty Holding Inc. assigned the U.S. rights of the invention to Ciba Specialty Chemicals Corp., Tarrytown, New York. A copy of this assignment was also previously submitted. This assignment is not yet recorded in the USPTO.

4. As to item (5), the Decision on Petition correctly states that the original Research Agreement was between DSM and Sichuan University. Applicants have not provided proof that Ciba has acquired rights to said agreement. This Applicants now do.

Attached is a copy of the Agreement for the Sale and Purchase of DSM Melapur by Ciba Specialty Chemicals. Section (F) on page 4 states that proprietary rights include intellectual property rights. Section 5.09 states that the rights listed in Schedule 3.14 are transferred to the Buyer (Ciba). Included in Schedule 3.14 is item No. 10, a "not yet filed" patent application that falls under Agreement No. B15737. This application matured into the present one. Research Agreement No. B15737, dated April, 9, 2001, is the DSM – Sichuan University Agreement previously submitted.


Conclusion

Acceptance by the PTO of the present Renewed Petition along with the original Petition filed December 18, 2006 and the attached Declaration and Power of Attorney under Rule 47(b) are necessary to preserve the rights of Ciba Specialty Chemicals Corp. to the present U.S. national stage application. Ciba is the assignee of the entire interest in the present U.S. application.

Applicants petition the Commissioner to accept the attached Declaration and Power of Attorney under Rule 47(b) signed by an Officer of Ciba specialty Chemicals Corp.

The help of the USPTO in this matter is greatly appreciated.

Respectfully submitted,



Tyler A. Stevenson
Agent for Applicants
Reg. No. 46,388

Ciba Specialty Chemicals Corp.
540 White Plains Road
P.O. Box 2005
Tarrytown, NY 10591-9005
Tel. (914)785-2783
Fax (914)785-7102

Attachments: Declaration by Helmut Richter

Copy of e-mail of July 29, 2005 (Richter to Wang)

Copy of e-mail of August 1, 2005 (Wang to Richter)

Declaration under Rule 47(b)

Copy of Agreement for Sale and Purchase of DSM Melapur by Ciba Specialty Chemicals

Petition for 1 month extension of time

DECLARATION AND POWER OF ATTORNEY UNDER CFR 37 1.47(b)

☒ Original ☐ Supplemental ☐ Substitute ☒ PCT

As an Officer of Ciba Specialty Chemicals Corp., Tarrytown, New York, I hereby declare that:

I am a representative of Ciba Specialty Chemicals, Corp., the assignee of the entire interest of U.S. Pat. App. No. 10/539,097 and

My residence, post office address and citizenship are as stated below next to my name.

I believe that Qi Wang, Yinghong Chen, Yuan Liu, Xi Xu, Hesheng Xia and Zhengkun Hua are the first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Process for the Preparation of a Melamine Based Flame Retardant and Polymer Composition

which is described and claimed in:

- ☐ the attached specification.
- ☒ the specification in U.S. application No. 10/539,097
filed June 15, 2005, and as amended on _____ (if applicable).
(month/day/year) (month/day/year)
- ☐ the specification in International Application No. _____,
filed _____, assigned U.S. Application No. _____ (if applicable), and as amended
(month/day/year)
- ☐ under PCT Article 19 on _____ (if applicable)
(month/day/year)
- ☐ under PCT Article 34 on _____ (if applicable)
(month/day/year)
- ☐ and further amended on _____ (if applicable)
(month/day/year)

I acknowledge the duty to disclose all information which is known by me to be material to the patentability of this application as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119 (a)-(d) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America relating to this subject matter having a filing date before that of the application on which priority is claimed:

COUNTRY/REGION (OR PCT)	APPLICATION NO.	FILING DATE (month/day/year)	PRIORITY CLAIMED			
P.R. of China	No. 02156367.5	December 18, 2002	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

I hereby claim the benefit under 35 USC § 119(e) of any United States provisional application(s) listed below:

APPLICATION NO.	FILING DATE (month/day/year)
_____	_____
_____	_____
_____	_____

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s) or PCT international application(s) designating the United States listed below and, insofar as the application discloses and claims subject matter in addition to that disclosed in the prior copending application, I acknowledge the duty to disclose all information known by me to be material to patentability as defined in 37 C.F.R. § 1.56 which became available between the

filing date of the prior application and the national or PCT international filing date of this application:

U.S. APPLICATION NO.	FILING DATE (month/day/year)	STATUS
_____	_____	<input type="checkbox"/> Patented <input type="checkbox"/> Pending <input type="checkbox"/> Abandoned
_____	_____	<input type="checkbox"/> Patented <input type="checkbox"/> Pending <input type="checkbox"/> Abandoned
_____	_____	<input type="checkbox"/> Patented <input type="checkbox"/> Pending <input type="checkbox"/> Abandoned

PCT APPLICATION NO.	INTERNATIONAL FILING DATE (month/day/year)	U.S. APPLICATION NO. (if any)	STATUS
			<input type="checkbox"/> Patented
PCT/ EP 03/50955	December 8, 2003	_____	<input checked="" type="checkbox"/> Pending
			<input type="checkbox"/> Abandoned

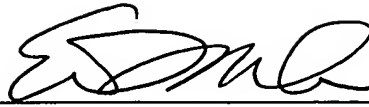
I hereby appoint the following attorneys and agents, associated with Customer No. 000324, each of them with full power of substitution, revocation and appointment of associates, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

JoAnn L. Villamizar (Reg. No. 30,598), Tyler A. Stevenson (Reg. No. 46,388), Shiela A. Loggins (Reg. No. 56,221), Joseph C. Suhadolnik (Reg. No. 56,880), Mervin G. Wood (Reg. No. 56,711) and Michele A. Kovaleski (Reg. No. 37,865).

Address all correspondence associated with Customer No. 000324 to ***Ciba-Specialty Chemicals Corporation, Patent Department, 540 White Plains Road, P.O. Box 2005, Tarrytown, NY 10591-9005.***

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Assignee representative signature



Date March 22, 2007

Eric Marohn

month/day/year

President

Ciba Specialty Chemicals Corporation

Residence: 33 Carlson Terrace, Greensboro, NC 27410

Citizenship: American

Post Office Address Same as Above

The true joint inventors are:

- | | |
|---|---|
| <p>1. Qi Wang
9, Part 3, Building 3
Chuanda Huayuan Residential Area
Kehua Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>2. Yinghong Chen
52, Part 2, Building 8, Dormitory 14
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |
| <p>3. Yuan Liu
Room 302, Dormitory 1
Graduate Student Flat
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>4. Xi Xu
37, Part 2, Building 1
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |
| <p>5. Hesheng Xia
24, Part 1, Building 13
Xinbeicun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>6. Zhengkun Hua
25, Part 2, Building 8
18, Gongheacun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE PCT NATIONAL STAGE APPLICATION OF
QI WANG ET AL
INTERNATIONAL APPLICATION NO. PCT/EP 03/50955

Group Art Unit:

Examiner:

FILED: December 8, 2003

FOR: PROCESS FOR THE PREPARATION OF A
MELAMINE BASED FLAME RETARDANT
AND POLYMER COMPOSITION

U.S. APPLICATION NO: 10/539,097

35 USC 371 DATE: June 15, 2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION

I, Helmut Richter, a citizen of Austria, residing in Ettingen, Switzerland, hereby declare:

That I have been employed by Ciba Specialty Chemicals Inc., Basel, Switzerland (before January 1, 1997 Ciba-Geigy AG), since September 1, 1975.

My present position is Head IP Licensing and M&A. From November 1, 1985 to April 30, 2001 my position was Head of Patents Additives and from May 1, 2001 to August 31, 2006 Head of Patents Plastic Additives.

That China Patent Agent Ltd., Ciba's representatives for intellectual property in China, provided Professor Qi Wang the specification and U.S. Declaration and Power of Attorney for the present application on May 25, 2005.

That China Patent Agent Ltd. subsequently informed me of Professor Wang's refusal to sign the necessary papers on July 27, 2005.

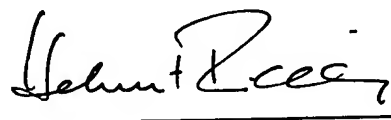
I contacted Professor Wang directly by e-mail on July 29, 2005 regarding this matter. The July 29, 2005 e-mail is attached herewith.

Professor Wang replied to me in an e-mail dated August 1, 2005, also attached. In the e-mail Prof. Wang refers to being presented the necessary papers by China Patent Agent Ltd. Prof. Wang, in the second to last bullet point, goes on to state that prior to signing Ciba should first make good its promise on a reasonable reward to the inventors.

Such "reward" is not provided for in the Research Agreement between Sichuan University and DSM of April 1, 2001. The Agreement is of record in this application.

These facts indicate that the representative of the inventors in this application, herself a co-inventor, Prof. Wang, was provided a copy of the present application and a U.S. Declaration and Power of Attorney. These facts indicate also that the inventors refuse to sign the Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

 March 22,
Helmut Richter 2007
date

-----Original Message-----

From: Qi Wang [mailto:qiwang@scu.edu.cn]

Sent: Monday, August 01, 2005 10:36 AM

To: Richter Helmut LE CH

Cc: Aelmans Nico CE NL

Subject: Re: Execution of application papers for national phase in US and CA ex WO 04/055029; our case PP/1-22799

Dear Dr. Helmut Richter:

Your e-mail of July 29, 2005 was duly received. The following is our opinion on this issue:

● We are very glad that the results of a research collaboration between DSM (now Ciba) and our SKLPME reaches patent application, as already done in Europe, China, Thailand, Malaysia, Taiwan Province of China etc., and to be done in USA and Canada, demonstrating that the collaboration was effective and fruitful, and our invented technology is highly valued by DSM (now Ciba) and will generate benefits for the company.

● The basis of a collaboration between two partners is benefit to both sides. Usually there are two modes for rights shareship between two collaborate partners: Mode I, shared by both sides, e.g. as co-patentees of the generated technology. This has been the most cases in the cooperations between our SKLPME with many companies, either international or national; Mode II, owned by the company financing the project. In the later case, you should know, the usual situation is that the company should recognize the contribution of the inventors and give the inventors "Grant" and reasonable reward. Our this collaboration research took the mode II, which was described in article 9 of the Agreement, as you stressed in your e-mail. However, you should also know that, during our cooperation with DSM, Dr Nico Aelmans, the head of this project of DSM Melapur side (now Ciba) highly evaluated our work and results, and we discussed the issue of right of our inventors on our generated technology on September 24, 2002, when he visited us in Chengdu. At that time, in addition to stressing Article 9 of the Agreement, he also promised to give us a "Grant" for our good work done. Later, he discussed the matter of the "Grant" with Rolf Drewes, the technical director of Ciba, and informed us in his e-mail of Nov. 12, 2002 that Mr. Rolf Drewes "agrees to give a Grant to your institute for the good work done". A part of the e-mail of Dr. Nico Aelmans on Nov. 12, 2002 now is quoted below for your reference:

----- Original Message -----

From: "Kierkels, Rene" <Rene.Kierkels@dsm.com>

To: "qiwang@sun450.scu.edu.cn" <qiwang@scu.edu.cn>

Sent: Tuesday, November 12, 2002 12:54 AM

Subject: your names and details for the patent + Ciba grant for you

Dear Prof. Qi Wang,

First of all I would like to ask you to confirm the receipt of this e-mail: I do not get answers to my e-mails to you, so I just want to be sure that you receive my e-mails. As you know I can only be reached under the account of Rene Kierkels at this

moment: rene.kierkels@dsm.com.

I have discussed the matter of the "Grant" to your institute with Rolf Drewes, the technical director of Ciba. He agrees to give a Grant to your institute for the good work done. I will work it out in more detail and inform you about it a.s.a.p. So I kept my promise on this one....

.....

Best regards,

Nico Aelmans

René Kierkels

RP-CT,

DSM Research

P.O. Box 18

6160 MD Geleen

The Netherlands

1

* +31 (0) 46-47 61498

7 +31 (0) 46-47 60905

* Rene.kierkels@dsm.com

However, almost three years have passed, your promised "Grant" has not been fulfilled, neither the reasonable reward based on the generated benefit.

This is what we asked your associates China Patent Agent Ltd to inform you when they asked us to sign the forms for the patent applications in the USA and Canada, which ask the inventors to "sell and assign to Ciba Specialty Chemicals Holding Inc all my (our) interest in Canada...". As a matter of course, our question is raised: what interest we can get from such "sell"?

- We would like to stress that we have had very pleasant and fruitful cooperation with DSM (now Ciba), particularly with Dr. Nico Aelmans, Dr Rene Kierkels. And we have fully implemented the Agreement of the joint project, and made great efforts, which were quite time consuming, to associate Ciba company *as the only one patentee of our generated technology* to file patent applications in a lot of countries. Based on this, Ciba have successfully filed the patent in Europe, China, Thailand, Malaysia Taiwan Province of China etc. On the other hand, however, your side has failed to realize your promise to give "Grant" to us, up to now, no one pence has been paid to our inventors. In our knowledge, this is not the way that an elite company

treats the inventors of patents. For example, you have filed a patent based on our invented technology in China. According to Article 16 of the Patent Law of China, the company should give the inventor Grant and reasonable rewards based on the generated benefit.

- Please note the article 10 of the Agreement:

"Duration of the agreement"

The work on the Project shall start on April 1, 2001, unless the parties otherwise agree in writing, this agreement shall expire on March 31, 2003. Nevertheless, the obligations of confidentiality as contained in clause 8 and the obligation of non-use as contained in clause 9 shall continue in full force and effect during two (2) years after the expiration date."

i.e., the obligation on Article 9 of the Agreement *has finished by March 31, 2005.*

- So our reasonable request is: first, you should make good your promise on "Grant" to us and pay reasonable reward to our inventors, and then, we will discuss the further patent application in other countries such as USA and Canada.
- In fact, we have paid much attention to the collaboration with DSM (now Ciba), and we believe that there are many common research interests in the fields of flame retardant polymer materials between our SKLPME and your Ciba. We have had effective and fruitful cooperation with you, and we are looking forwards to the possible further collaboration with you.

Your understanding is greatly appreciated.

Best regards,

Qi Wang

Dr. & Prof.

State Key Lab of Polymer Materials Engineering (SKLPME)

Sichuan University

CHINA

Tel: +86-28-85405133

Fax: +86-28-85402465

E-mail: qiawang@scu.edu.cn

----- Original Message -----

From: Richter Helmut LE CH

To: qiawang@scu.edu.cn

Cc: [Schaechter Reinhard LE CH](#) ; [Aelmans Nico CE NL](#) ; [Rauh Sabine LE CH](#)

Sent: Friday, July 29, 2005 4:04 PM

Subject: Execution of application papers for national phase in US and CA ex WO 04/055029; our case PP/1-22799

Dear Prof. Qi Wang

The above-referenced patent application directed to a process for preparing melamine phosphate pentaerythritol condensates is the result of a research collaboration between DSM and your University. As you know, the corresponding business has been acquired by Ciba. The rights on the results created in the research is governed by the agreement concluded with DSM, a copy of which being attached herewith. According to Article 9 of this agreement, all research results belong to DSM (and consequently now to Ciba). The same Article provides that the Institute has to cooperate in the acquisition of industrial property which, of course, includes complying with formal requirements such as inventors' signatures upon filing of patent applications in various countries. DSM's (Ciba's) duty to name the inventors in the application has been fully complied with. For the rest, the agreement does not require any additional compensation beyond the payments recited in Art. 4.

We were now informed by our associates China Patent Agent Ltd. that the inventors have refused to sign the required forms for the patent applications in the USA and Canada with pointing to "the benefits described in the agreement". I do not know what benefits they are referring to and I appreciate it if you could explain this in more detail. As already mentioned hereinbefore, there are no provisions in the agreement justifying any additional compensation. However, I would like to stress that the University has to conform to its contractual obligations, i.e. in cooperating in the acquisition of IP rights which includes signing the required forms.

I appreciate your assistance in this matter and receiving your explanations, if any, at your earliest convenience.

With best regards

Helmut Richter

Ciba Specialty Chemicals Inc.

Head of Patents Plastic Additives

CH-4002 Basel

Tel. +41 61 636 57 61

Fax +41 61 636 24 77

helmut.richter@cibasc.com <<mailto:helmut.richter@cibasc.com>>

<<CHBSLE_LEGAL_DMS-81224-v1-Signed_Agreement.ZIP>>

EXECUTION COPY

DATED 26 March 2002

DSM New Business Development B.V.

and

Ciba Specialty Chemicals Maastricht B.V.

**AGREEMENT FOR THE SALE AND PURCHASE OF
DSM Melapur B.V.**

SHARE PURCHASE AGREEMENT

AGREEMENT dated as of 26 March 2002 among **DSM New Business Development B.V.** a Dutch corporation with registered office at Heerlen (hereinafter being referred to as "Seller"), and **Ciba Specialty Chemicals Maastricht B.V.**, a Dutch corporation with registered office at Maastricht (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, subject to the terms and conditions set forth below and provided that preceding to the signing of this Agreement Buyer has arranged for the issuance of two bank guarantees of which a copy is set forth in Annex I hereto, Buyer desires to purchase from Seller all shares (the "Shares") of the corporation DSM Melapur B.V. (the "Company"), further details of which are set forth in Annex II hereto; and

WHEREAS, subject to such terms and conditions, the Seller desires to sell to Buyer all Shares in the Company;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01. Definitions.

(a) The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such Person or through and including the Ultimate Parent company (control being defined as the ability to exercise directly or indirectly more than 50% of the voting rights in the shareholders' or partnership meeting of such other Person or the ability to appoint and dismiss more than 50% of the managing or supervisory board members of such Person).

"Ancillary Agreements" means the additional agreements to be entered into

simultaneously with the Signing of this Agreement or at the Closing Date as the case may be. All agreements as listed in SCHEDULE 2.03 (i).

"**Assets**" means tangible and intangible assets, movable and immovable objects, rights to objects and other property, deferred Tax benefits, shares, membership rights, claims, Proprietary Rights and other property rights, computer programs, data bases, know how, trade accounts receivable, trade accounts payable, inventories of raw materials, work in progress and finished products.

"**Breach of Warranties**" or similar words means any circumstance which causes a Warranty, individually or together with other Warranties, to be untrue not correct at the time that this Agreement is entered into.

"**Business**" means the business of the Company in melamine based flame retardants and Magnesium Hydroxide.

"**Audited Balance Sheet**" means the audited balance sheet and profit and loss statement of the Company as at the close of business on 30 April 2002 prepared in accordance with G.A.A.P. and consistent with past practice to be attached at a later stage as Annex III to be provided by Seller.

"**Company**" means the Company set forth in Annex II hereto.

"**G.A.A.P.**" means the accounting standards as set forth in DSM's Corporate Accounting Manual, set forth in Annex IV hereto.

"**Day**" means a calendar Day.

"**Effective Date**" means 1 May 2002.

"**Information Memorandum**" means the information memorandum concerning the Business and the Company dated "December 2001" supplied by or on behalf of the Seller to the Buyer prior to the date of this Agreement.

"**Lien**" means, with respect to any Asset, any security rights, mortgage, lien, pledge, usufruct, charge, security or encumbrance in respect of such Asset.

"**Material**" means to express a materiality threshold in non monetary terms: an indication that the matters to which such definition refers, are not described exhaustively but that only such matters are described of which the Seller knows or reasonably could or should know that those matters ought to be described by a reasonable seller of the Business to a buyer of the Business because these are likely to have a material effect.

"Net Asset Value" means tangible fixed assets, deferred Tax benefits, inventories of raw materials, work in progress and finished products, trade accounts receivable, trade accounts payable and lease liabilities of the Company delivered free of debt and cash to Buyer.

"Net Sales" means revenues from the sale of services and goods held for resale in the normal course of business. This includes all goods held for resale, regardless of whether the goods were sold to other group companies or from third parties and whether the goods were sold to other group companies or third parties. These goods are held in inventory and sold through the marketing and distribution channels of the segments. Net Sales is determined by reducing gross sales by sales returns and product-specific rebates and discounts.

"Permits" means permits, licenses, exemptions and any other authorizations from any Person who or which body has been vested with public authority in The Netherlands or elsewhere.

"Person" means an individual, corporation, partnership, association, trust or other entity or organization, including a governmental authority or political subdivision or an agency or instrumentality thereof.

"Proprietary Rights" means all (A) patents, patent applications and registrations, (B) trademarks, logos, domain names, trade names, rights to designs and models, rights and registrations and applications for registration thereof, (C) copyrights, related rights and registrations and applications for registration thereof, (D) computer software, data and documentation, (E) rights to know how and registrations and applications thereof and (F) any other rights to intellectual property rights and similar rights under Dutch or foreign laws, all the foregoing for the avoidance of doubt excluding however any rights owned by customers of the Business.

"Shares" means the shares in the capital of the Company.

"Signing Date" means the date on which this Agreement is signed.

"Taxation", "Tax" or "Taxes" means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, disability, real property, environmental, franchise, personal property, sales, use, transfer, alternative minimum, estimated, added value or other reference, and statutory, governmental, state provincial, local governmental or municipal impositions, duties, contributions and levies (including, without limitation, social security contributions), in each case whether in The Netherlands or elsewhere, whenever imposed and all penalties, charges, costs and interest relating thereto.

"Ultimate Parent" means DSM N.V.

A H

in competition with the Business. The Seller shall in such case grant to the Buyer a "right of first refusal" to be exercised no later than thirty (30) Days after the date of the notice by Seller mentioned above to purchase that portion of the acquired company which is in competition with the Business. The Buyer has the right at any time to have the purchase price for the acquired company to be determined by a certified public accounting firm of international reputation mutually acceptable to parties, who shall take into consideration all factors relevant for such determination such as net asset value, (expected) profitability, turnover etc of such acquired company. If the Buyer chooses to exercise its purchase right as mentioned in this Article on the basis of the report of the certified public accounting firm of international reputation, the sale shall ultimately be consummated within one hundred eighty (180) Days from the exercise of the purchase right mentioned above but, in any case, ultimately within 2 (two) years after the date of notice of Seller as mentioned above.

5.04. Use of Trademarks. As of the Closing Date Seller will not use and shall cause its Affiliates to refrain from using any combination of the word Melapur ® and any and all use of trademarks and tradenames belonging to the Business.

5.05. Continuing Disclosure. From the Signing Date through the Closing Date the Seller shall have the continuing obligation to advise Buyer in writing with respect to any matter hereafter arising or discovered that, if existing or known at the Signing Date of this Agreement, would have been required to be set forth or described in a schedule to this Agreement, or that constitutes a breach or prospective breach of this Agreement by a Seller.

5.06. Intentionally left blank

5.07. Obtaining Consents of Third Parties. Without prejudice to Buyers obligation to obtain regulatory approval for the transaction contemplated herein the Seller shall undertake reasonable efforts to obtain the consents of third parties to contracts or commitments where such consent is Material and/or necessary.

5.08. Supply Contracts. For a period of three years after the Effective Date Seller's Affiliate supplier of Melamine shall continue to supply to the Company, the raw materials currently supplied to Company in the form of an Ancillary Agreement as listed in SCHEDULE 2.03 (j).

5.09. Transfer of Proprietary Rights. The Proprietary Rights that are owned by the Seller or any member of the Seller's group of companies, including but not limited to any Affiliates and/or the Ultimate Parent company of Seller as listed in SCHEDULE 3.14 herewith are transferred to Buyer or any of its Affiliates at Buyer's discretion pursuant and subject to the covenant of both parties as mentioned in Section 7.09. If Buyer wants to assign said Proprietary Rights such transfer will be for its own account and Seller will, at Buyer's request, cooperate in the assignment and render reasonable assistance to any such transfer.

Schedule 3.14

Proprietary Rights

Separately provided to Buyer and to be added at Signing

SCHEDULE 3.14

Patents

	Patent No./ application No.	Priority date	Subject matter	DSM case
#1	EP 782599 US 6,031,032	21.9.94	Melamine(pyro)phosphate in glass fiber reinforced polyamide	***)8836
#2	EP 794948 (WO 96/16948) US 6,051,708 (RE 34349)	1.12.94	Preparation of melamine condensation products with p-toluene sulfonic acid	8211
#3	EP 1095030 WO00/02869) US2001005745	8.7.98	Melamine polyphosphate with n >20 and >1.1 mol melamine per mole of P.	9605
#4	WO 00/56840	22.3.99	Melem + Melam + Melamine + higher condensation products of melamine or melem, with volatiles <3 %.	*) 9862
#5	WO 01/21698	21.9.99	Phosphine or diphosphine acid salt + melamine condensation products or reaction products of melamines or its condensation products with phosphoric acid.	*) 3922
#6	NL 1014232	31.1.00	Melamine condensation product salt + mono- basic phosphorus acid (e.g. ethyl(methyl)methyl phosphinic acid).	**) 3978
#7	NL1019144	9.10.01	Melamine ammonium pyrophosphate.	**) 9993
#8	NL1019234	25.10.01	Free flowing melamine cyanurate	**) 20060

#9	not yet filed	New type of MC and process therefore	20612
#10	not yet filed	Pentaerythritol+ melaminephosphate	****)20464 X

In bold: granted patents

**) not yet in national/regional phase*

***) no foreign filings yet*

****) licence to Du Pont*

*****) According to contract B15737*

Domainnames

Creation Date

Expiration Date

Melapur.com

April 13, 1999

April 13, 2004

Melaminebasedflameretradants.com

Sept. 10,2001

Sept. 10,2003

Agreement number	Date
Basic Business Agreements	
B 16206	02.06.1977
Secrecy agreements	
B 16240	November 2001
B 16239	January 2002
B 16232	11.09.2001
B 16205	06.12.2001
B 16204	06.12.2001
B 16203	06.12.2001
B 16164	06.12.2001
B 16104	July 2001
B 16100	23.04.2001
B 16021	25.09.2001
B 15931	15.07.2001
B 15875	July 2001
B 15874	19.07.2001
B 15734	May 1999
B 15733	June 1998
B 15731	March 2000
B 15730	March 2000
B 15729	March 2000
B 15728	March 2000
B 15727	December 1999
B 15726	October 1999
B 15725	14.09.1999
B 15724	May 1999
B 15720	02.11.2000
Distribution/Agency agreements	
B 16244	July 22, 1997
B 16243	June 15, 2001
B 16242	October 31, 2001
B 15732	March 1997
Research agreements	
B 15869	July 2001
B 15737	09.04.2001
B 15736	December 2000
B 15719	11.12.2000
License agreements	
B 15735	March 2001

Sales agreements	
B 16241	29.10.2001
B 15738	Maart 2001
Credit agreements	
B 15723	April 1998
B 15722	Oktober 1999
B 15721	April 1998
B 10254	13.11.1992
Leasing agreements	
B 15739	April 1998
B 13128	07.04.1998
B 10790	
Settlement agreements	
B 14996	17.01.2001
Other agreements	
B 16258	18.10.2001
B 16257	21.12.2001
B 16255	01.10.2001
B 16248	26.10.2000
B 16247	04.07.1997
B 16246	15.08.2000
B 16245	09.08.2000
B 16231	19.12.1995